

H | B | S | S HALL BOOTH SMITH & SLOVER, P.C.

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Via facsimile (212.818.0477) and U.S. Mail

Brian D. Caplan, Esq.
Goodkind, Labaton, Rudoff & Sucharow, LLP
100 Park Avenue
New York, N.Y. 10017

RE: *TVT Records v. Rep Sales and DM Records, Inc.*
United States District Court Southern District of New York
Civil Action No.: 03-CV-10148

Dear Brian:

As we discussed last week by telephone, when DM Records, Inc. ("DM") purchased Ichiban Records, Inc. ("Ichiban") out of bankruptcy the Ichiban assets included certain executory contracts. Through its purchase of Ichiban, DM obtained an Exclusive Distribution Agreement between Ichiban and Collipark as well as an Exclusive Artist Agreement between Ichiban and Michael Crooms. Pursuant to 11 U.S.C. §365, these executory contracts were properly assumed by the Trustee and assigned to DM without objection by Collipark or Mr. Crooms, both of which were on notice of the transfer.

DM properly placed both Collipark and Mr. Crooms on notice in late 2002 that their actions in releasing any album by the Ying Yang Twins through a distributor other than Ichiban would violate the provisions of one or both of the above-referenced executory contracts. Less than four (4) months later, you allege that the Ying Yang Twins entered into an exclusive agreement with TVT which included distribution. Pursuant to the terms of the Exclusive Distribution Agreement, DM d/b/a Ichiban Records, Inc. owns the exclusive world-wide distribution rights to the album *Me and My Brother* (Collipark/TVT) and the next Ying Yang Twins album, if any. Likewise, pursuant to Mr. Crooms' Exclusive Artist Agreement, DM d/b/a Ichiban Records, Inc. owns exclusive rights to Mr. Crooms' performances associated with the production of phonorecords.

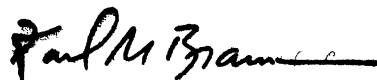
The purpose of this letter is to place your client **on notice** that its actions in distributing albums by the Ying Yang Twins including, but not limited to, *Me and My Brother* (Collipark/TVT) and/or D.J. Smurf, or albums upon which the Ying Yang Twins and/or Michael

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Crooms (p/k/a D.J. Smurf and p/k/a Beat-N-Azz) appear and/or perform services for the production thereof, violate one or both of the above-referenced executory contracts. Additionally, TVT does not, consequently, properly own some or all of the rights it asserts in its Complaint. DM therefore demands that TVT (1) cease and desist from further distribution of any such albums; (2) dismiss its Complaint; (3) provide DM the opportunity to audit TVT's books and accounting records, and (4) relinquish any and all profits associated with the distribution of any such albums including, but not limited to, Me and My Brother (Collipark/TVT).

If the above conditions are not met by TVT, DM will be forced to file a counterclaim against TVT. Please give me a call if you have any questions.

With best regards,

A handwritten signature in black ink, appearing to read "Karl M. Braun", with a horizontal line extending from the end of the signature.

Karl M. Braun

KMB/jcc

cc: Karl Washington, Esq.
Lori Landew, Esq.
Jenifer deWolf Paine, Esq.